OCT 19, 2005 10:00 AM PURCHASING AGENCY NO.: 107001 SEE NO. 8 BELOW. RETURN BID TO 10:00 AM 2203103 10/19/05 OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 BUYER : PETE JONES, CPPB BUYER PHONE : (225) 342-0274 DATE ISSUED : 09/15/05 REQ. AGENCY : 514150 FOLD HERE WILDLIFE & FISHERIES AGENCY REQ. NO. : 5141002 ISIS REQ. NO. : 5141002 ISIS REQ. NO. : 1281575 VENDOR PHONE : FISCAL YEAR : 06 CLASS/SUBCLASS : 97521 SCHEDULED BEGIN DATE : 11/01/05 SCHEDULED END DATE : 10/31/06 T-NUMBER : WLF21
SEE NO. 8 BELOW. RETURN BID TO 10:00 AM 2203103 10/19/05 OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 BUYER PHONE (225) 342-0274 DATE ISSUED : 09/15/05 REQ. AGENCY : 514150 FOLD HERI WILDLIFE & FISHERIES AGENCY REQ. NO. : 5141002 ISIS REQ. NO. : 1281575 VENDOR PHONE : FISCAL YEAR : 06 CLASS/SUBCLASS : 97521 SCHEDULED BEGIN DATE : 11/01/05 SCHEDULED END DATE : 10/31/06
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ISIS REQ. NO.
DOR ASH DISCOUNTS FOR DISIDERED IN COUNTS WILL BE ACCEPTED AND TAKEN OTHER, IF REQUIRED.
OR CONTRACT).
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ROTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE
WISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" '/S AFTER RECEIPT OF PROPERLY EXECUTED
OF BID.
NED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH
PE IF FURNISHED FOR THAT PURPOSE. INA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED
UCTIONS TO BIDDERS, TERMS, CONDITIONS AND N OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK HALL BE MADE WITH INK OR TYPEWRITTEN.
DATE

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES .

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY-BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID. NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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- INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
- 5 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.
- 6 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.
- 7 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.
 - A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.ARNET.GOV/EPLS
- 8 EVERY ITEM BID SHOULD HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE BID, IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. THE ABOVE REQUIREMENTS INCLUDE ITEMS IN WHICH THE BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE SPECIFICATIONS.
 - FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.
- 9 LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN

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SEVEN (7) DAYS.

- 10 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.
- 11 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING NOVEMBER 1, 2005, OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING OCTOBER 31, 2006.

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: WILDLIFE & FISHERIES WLF/FW/REGION 2 2000 QUAIL DR. RM.363 BATON ROUGE , LA 70808				
00001	COMMODITY CODE: 975-21-120317 AGENCY TERM CONTRACT FOR AQUATIC PLANT CONTROL BY BOAT APPLICATOR. FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY ALLIGATOR WEED AND OTHER AQUATIC VEGETATION WITH 2, 4-D AMINE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	100	ACRE		
00002	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY ALLIGATORWEED AND OTHER AQUATIC VEGETATION WITH GLYPHOSATE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS.	100	ACRE		
	SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00003	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY ALLIGATORWEED AND OTHER AQUATIC VEGETATION WITH TRICLOPYR (RENOVATE 3) AQUATIC	100	ACRE		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00004	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY AMERICAN LOTUS AND OTHER AQUATIC VEGETATION WITH 2, 4-D AMINE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	100	ACRE		
00005	SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY AMERICAN LOTUS	100	ACRE		
	AND OTHER AQUATIC VEGETATION WITH GLYPHOSATE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00006	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY AMERICAN LOTUS AND OTHER AQUATIC VEGETATION WITH TRICLOPYR (RENOVATE 3) AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	100	ACRE		

PRICE S	SHEET	INVITATI	ON TO B	ID	
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00007	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY DUCKWEED AND OTHER AQUATIC VEGETATION WITH DIQUAT AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	100	ACRE		
00008	SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 975-21-120317	100	ACRE		
	FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY SALVINIA AND OTHER AQUATIC VEGETATION WITH DIQUAT AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00009	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY SALVINIA AND OTHER AQUATIC VEGETATION WITH GLYPHOSATE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	100	ACRE		
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PRICE S	HEET	INVITATI	ON TO B	ID		
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL	
00010	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY WATER HYACINTH AND OTHER AQUATIC VEGETATIN WITH 2, 4-D	100	ACRE			_
	AMINE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00011	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY WATER HYACINTH AND OTHER AQUATIC VEGETATION WITH GLYPHOSATE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	100	ACRE			
00012	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO SPRAY WATER HYACINTH AND OTHER AQUATIC VEGETATION WITH TRICLOPYR (RENOVATE 3) AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	100	ACRE			_

							
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	: 2203103 : 10/19/05 TIME: 10:00 AM : WLF21	BIDD	ER:				PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	1	ANTITY OM/TO	UNIT	UNIT PRICE	EXTENDE	TOTAL
00013	COMMODITY CODE: 975-21-120317		100	ACRE			
	FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO CONTROL COONTAIL WITH DIQUAT AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.						
	SPECIFY BRAND (& NUMBER IF APPLICABLE)						
00014	COMMODITY CODE: 975-21-120317		100	ACFT			
	FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO CONTROL COONTAIL WITH ENDOTHALL AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.						
	SPECIFY BRAND (& NUMBER IF APPLICABLE)						
00015	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO CONTROL COONTAIL WITH FLURIDONE AQUATIC HERBICIDE IN STRICT		100	ACFT			
	ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.						
	SPECIFY BRAND (& NUMBER IF APPLICABLE)		·				
00016	COMMODITY CODE: 975-21-120317		100	ACFT			
	FURNISH ALL LABOR, EQUIPMENT AND		: :				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	CHEMICALS TO CONTROL FANWORT WITH DIQUAT AQUATIC HERBICIDE IN STRICT ACCORDANE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00017	COMMODITY CODE: 975-21-120317	100	ACFT	· · · · · · · · · · · · · · · · · · ·		
	FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO CONTROL FANWORT WITH ENDOTHALL AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.					
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00018	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO CONTROL FANWORT WITH FLURIDONE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED	100	ACFT			
	SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00019	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO CONTROL HYDRILLA WITH	100	ACFT			
	DIQUAT AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.					

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NUMBER	: 2203103 : 10/19/05 TIME: 10:00 AM	BIDDER:				PAGE 13		
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL		
	SPECIFY BRAND (& NUMBER IF APPLICABLE)							
00020	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQIUPMENT AND CHEMICALS TO CONTROL HYDRILLA WITH ENDOTHALL AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	100	ACFT					
00021	COMMODITY CODE: 975-21-120317 FURNISH ALL LABOR, EQUIPMENT AND CHEMICALS TO CONTROL HYDRILLA WITH FLURIDONE AQUATIC HERBICIDE IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	100	ACFT					
00022	COMMODITY CODE: 975-21-120317 UP CHARGE FOR TRAVELING TO NORTH OR SOUTH LOUISIANA PER THE ATTACHED MAP. SPECIFY BRAND (& NUMBER IF APPLICABLE)	2	DAY	,				

WLF21

Louisiana Department of Wildlife & Fisheries Aquatic Plant Control Description, Specification and Work Statement for Boat Applicator

Scope of Contract

The intent of this solicitation and any resultant contract is to obtain the services of a qualified vendor to apply herbicides to control nuisance aquatic vegetation by boat. The Contractor will be required to guarantee a control rate of at least 95% of the targeted vegetation.

Work Location

Application will be accomplished in waterbodies in north Louisiana and south Louisiana as indicated on the attached map on an as needed where needed basis, with a minimum application area of one hundred acres. Specific areas to be treated will be designated by the Contracting Officer immediately prior to each spray operation.

Contractor's Equipment

The Contractor must submit a list of all equipment to be used in the performance of this contract and will be required prior to award. The listing must address the minimum requirements of this solicitation and contain descriptions of boats, vehicles, pumps, etc.

Boats

Each boat shall contain all safety equipment required by the US Coast Guard Auxiliary (USCG) for the size of the boat and the number of persons aboard. All safety equipment required for placement of the herbicides, as specified on the herbicide label, shall also be used. All rules and regulations put forth by the United States Environmental Protection Agency, Louisiana Department of Agriculture and Forestry (LDAF) and the USCG shall be strictly adhered to by any vendor utilized under this contract.

Spraying Equipment

The Contractor's spraying equipment must be capable of spraying a total of at least 30 gallons of concentrated herbicide(s) as per label recommendation(s) per day. The spray pump(s) must each be capable of a minimum application rate of 20 gallons per minute, at a maximum spray pressure of 250 pounds PSI. Fixed or articulated spraying booms, or hand-held booms with multiple nozzles are acceptable, but boats must also be equipped with hand-held spray guns for accurate herbicide placement to areas inaccessible to booms.

Inspection of Spraying Equipment by the State

The Contractor shall provide proof to the Louisiana Department of Wildlife and Fisheries (LDWF) that his spray equipment, intended for use under this contract, has been inspected by the LDAF. This information will be required prior to award.

Maintenance and Repair

The Contractor is solely and totally responsible for all maintenance and repairs of his equipment, at no additional cost to the LDWF.

Herbicides.

The herbicides and necessary spray adjuvants to be used shall be provided by the Contractor and labeled for use at aquatic sites in Louisiana and shall be applied at label-recommended rates. Herbicide and spray adjuvants to be used shall not be bid separately, but should be included in the unit bid price for application of those materials. A label of herbicide to be used shall be submitted to the LDWF for review and will be required prior to award.

Waivers

The Contractor shall be responsible for obtaining waivers from the LDAF for application of 2,4-D Amine in designated waiver areas prior to making any applications. A copy of approved waivers shall be forwarded to the LDWF office in Baton Rouge prior to making applications. The waiver period for 2,4-D Amine use is designated by the LDAF.

Department Liability

The LDWF assumes no responsibility or liability for any damage to Contractor-owned, leased or subcontracted equipment, nor injury to employees of the Contractor or any subcontractors, or for damage or injury to persons or property of third parties. The Contractor shall hold and save the LDWF, its officers and agents, harmless from all claims for personal injuries, property damages, or other claims arising out of his work under this contract.

Department Responsibility

The LDWF shall submit a written work order to the contractor, in sufficient detail, on the area(s) to be treated at least fourteen days prior to the date of expected application. The Contracting Officer may issue work directives at any time during the contract period. The LDWF shall meet with a designated representative of the contractor to assess the area treated to determine if the required 95% control rate has been attained.

Contractor Experience

The Contractor must submit a listing of all applicable government and/or commercial contracts or work efforts previously completed for the control of aquatic vegetation, and will be required prior to award. Each action should be described, including acreage treated, type of vegetation, location and cost. Include a general geographic description of the habitat where work was performed (i.e. bayou, canal, large lake surrounded by residential property, farm pond, etc.). Vendor must have had a minimum of one (1) season of commercial aquatic plant control experience and have demonstrated the ability to perform a spray operation safely and efficiently.

The Contractor shall provide personnel who are experienced and who demonstrate proficiency in the skills required to perform the work required. At least one employee of the contractor in each boat shall be certified in EPA Category 5A, Aquatic Pest Control, holding a valid Commercial Pesticide Applicator's license from the State of Louisiana, or a state that has a reciprocal agreement with the State of Louisiana. The Contractor shall provide the LDWF with a current list of certified employees, copies of their certificates and, if necessary, copies of the State of Louisiana's approval of reciprocity before those employees perform any spraying operations.

Contractor Personnel

The Contractor shall provide sufficient employees to operate all boats and related equipment to accomplish the required work. Additional crew members per boat may be used if desired, but at no extra cost to the LDWF. One-person spraying operations shall **not** be performed at any time.

Prior to commencing work, the vendor must provide names of employees who will be working under the Contract, along with the required pesticide applicator certification of each employee.

The Contractor shall appoint, in writing, at least one field foreman with authority to act on his behalf. This individual shall serve as the primary point of contact and shall be available to the LDWF inspector(s) daily (Monday-Friday) from 7:00 AM to 3:30 PM, and shall be responsible for confirming that the spraying crews are performing according to the contract, and for verifying the acreage sprayed. The Contractor's field foreman shall perform joint inspections with the LDWF inspectors to assess acreage sprayed.

Reporting Requirements

The Contractor shall provide to the LDWF a written daily record, by the Monday of the week following the application, of the following:

- Total gallons of herbicides applied
- Species of plant(s) treated
- Total number of acres of aquatic plants treated
- Wind speed measurements during spray operations

The LDWF provided Log of Operations form shall be used for reporting this daily information. Each Monday, the Contractor shall submit Log of Operations forms indicating each crew's daily spraying activity for the previous week. Each crew member shall sign the completed forms to attest to the accuracy of the information.

NOTE: One Log of Operation form is required from each crew, for each day of operation and for **each** herbicide used. The Contractor shall fax these completed forms to LDWF on the Monday of the following week, and mail the originals to:

Louisiana Department of Wildlife and Fisheries Inland Fisheries Division P. O. Box 98000 Baton Rouge, LA 70898-9000

Attn: Charles Dugas FAX: 225-765-0459

Work Schedule

The spray crews shall only work during daylight hours under appropriate weather conditions. Work schedules, for each application, must be submitted to LDWF the week prior to the actual application.

Work will be conducted from date of award for a period of one year.

Conduct of Work

Contractor will follow acceptable established procedures, will adhere to product label instructions during the application of the spray material and will provide complete coverage of the vegetation to be treated.

When spraying along banks of waterways, the Contractor shall take care to avoid spraying bank vegetation to prevent erosion of stream banks and damage to off-target vegetation. It will be the responsibility of the Contractor to identify the location of water intakes for potable water and irrigation water and follow label directions concerning applications in the area of the intakes. The Contractor shall perform herbicide treatments in such a manner to ensure an effective and thorough kill of targeted vegetation.

Field Supervision.

The Contractor must explain in writing how he intends to assure that the work is being accomplished in the field.

Licenses and Permits

The Contractor shall, without additional expense to the LDWF, obtain any and all necessary licenses and permits, and shall be responsible for complying with all applicable Federal, State and Municipal laws, codes and regulations pertaining to the performance of

work under this contract.

The Contractor must submit a copy of all licenses, including his Owner-Operator License required from the LDAF certifying compliance with rules and regulations for commercial pesticide applicators in the EPA Category 5A, Aquatic Pest Control. This information will be required prior to award.

Cost.

All costs associated with the performance of the work must be included in the unit cost per acre listed

Additionally, there can be an up-charge for applications in north or south Louisiana as per the attached map depending on the location of the vendor.

Payments

Payment for control of aquatic vegetation will be made at the applicable contract unit cost(s) for work satisfactorily completed by the Contractor and accepted by the LDWF. The Contractor will be paid based upon the acres of aquatic vegetation successfully treated, as verified by inspectors of the LDWF.

No payment will be made for mobilization and demobilization, environmental protection, health requirements, purchase of herbicides, quality control, or for any other work not explicitly identified by line item in the Schedule.

A lump sum payment shall be made to the Contractor following the completion and acceptance of work as specified on each work order.

Aquatic Plants to be Controlled

The Contractor shall perform operations specified in the bid documents to control the following emersed and floating plants: alligator weed (*Alternanthera philoxeroides*), American lotus (*Nelumbo lutea*), duckweed (*Lemna spp.*), salvinia (*Salvinia spp.*) and water hyacinth (*Eichhornia crassipes*).

Additionally, the Contractor may be required to perform operations specified in the bid documents to control the following submersed plants: coontail (*Ceratophyllum demersum*), fanwort (*Cabomba caroliniana*) and hydrilla (*Hydrilla verticillata*).

Special Clauses

Required Insurance

The LDWF assumes no responsibility for damage to any equipment, including boats and motor vehicles, nor for injury to the operators or Contractor employees, nor for damage or injury to persons or property of third parties, at any time during the performance period of the contract. The Contractor shall release the LDWF and its' officers and agents from all responsibility for damages ordinarily covered by the required insurance.

Prior to the commencement of work, the Contractor shall provide to the LDWF the following insurance certificates:

Worker's Compensation and Employer's Liability Insurance:

The Contractor shall comply with all applicable Workers' Compensation Statutes of the State of Louisiana, and shall include Employees' Liability Insurance in an amount not less than \$100,000.

General Liability Insurance:

The Contractor shall furnish combined single limit bodily injury/property damage coverage for at least \$1,000,000. Only occurrence insurance will be acceptable. Claims made will not be acceptable.

Automobile Liability Insurance:

The Contractor shall furnish combined single limits of \$1,000,000 per occurrence for bodily injury/property damage coverage.

, shall name as additional insured, the STATE OF LOUISIANA, will protect, indemnify, save and hold harmless the State of Louisiana, except for those claims, demands, and/or causes of action arising out of negligence of the State of Louisiana, and ten (10) days prior to the execution of this contract, shall provide the State of Louisiana with a certificate of insurance as evidence that the required coverage is in effect for the required period.

Said Certificate of Insurance and hold harmless agreement shall be provided to the

Department of Wildlife and Fisheries Inland Fisheries Division P. O. Box 98000, Baton Rouge, LA 70898-9000 Attn: Charles Dugas.

Accepted by				
	Company Name			
	Signature			
	Title			
Date Accepted	d			
Is Certificate	of Insurance attached?	Yes _	No	
Contract No	for			
	State Age	ency No. an	d Name	
Purpose of Contract:				
				

